IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.1517 OF 2006

Smt. Jamnaben Raghav ..Petitioner.

Vs.

The New India Assurance Company Ltd. .. Respondent.

....

Mr. Ravikumar Mishra i/b Mr. S.S. Lanke for the Petitioner.

CORAM : DR.D.Y.CHANDRACHUD, J.

13th April, 2006.

P.C.:

From the order of the City Civil Court dated 14th July, 2005 it is abundantly clear that a concession was made before that Court by which the Petitioner agreed to vacate the premises on or before 30th September, 2005 and undertook to pay the damages which were due and payable until that date for unauthorized occupation. Paragraphs 9 and 10 of the order of the City Civil Court record the concession in the following terms :

> "9. Today, Ld. Advocate has stated that the time be extended till January 2006. However, this court was not inclined to grant such extension till January 2006 but agreeable to the period of three months i.e. the end of

September 2005.

10. Ld. Advocate for the appellant was also agreeable to this period of three months and had stated that the appellant be allowed to remain in the premises till 30th September, 2005. Ld. Advocate has also undertaken that whatever is the damages till 30th September 2005 i.e. the time the appellant leaves the premises the said amount per month would be paid by the appellant to the respondents."

In that view of the matter, the Petition under Article 227 is throughly misconceived and is an abuse of process. The Petition is dismissed.